

DRAFT

**STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF PARKS AND FORESTRY
LEASE AGREEMENT**

THIS LEASE, made the ____ day of _____ in the year Two Thousand and _____ (20 __)

**BETWEEN THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DEPARTMENT OF PARKS AND FORESTRY
501 EAST STATE STREET
P. O. BOX 404
TRENTON, NEW JERSEY 08625**

hereinafter referred to as Landlord,

AND (Successful bidder)
Address 1
Address 2

hereinafter referred to as Tenant.

WHEREAS, Landlord is empowered to acquire, hold, lease, operate, manage, protect and develop lands which are the property of the State of New Jersey for recreation, conservation, historic, cultural and environmental educational purposes; and

WHEREAS, Landlord acquired certain property in 2009, referred to as the Regional Highlands Center at Mount Paul, located in the Township of Jefferson, County of Morris and the Township of Sparta, County of Sussex, State of New Jersey, as further described herein, with funds appropriated from the Garden State Preservation Trust Act, N.J.S.A. 13:8C-1 *et seq.*

WHEREAS, said property is administered by Landlord as part of Kittatinny Valley State Park; and

WHEREAS, pursuant to a Request for Proposal issued by Landlord for the lease, management, and operation of the Regional Highlands Center at Mount Paul, (the “RFP”), a copy of which is attached hereto and made part hereof as Exhibit A, (Winning Bidder’s Name), (Winning Bidder’s address) (“Tenant”), wishes to enter into this Lease Agreement to lease, manage, and operate Regional Highlands Center at Mount Paul, as more particularly described below; and

WHEREAS, Landlord has determined that leasing the herein below described property to Tenant will not interfere with reasonably anticipated plans for development of the subject property and for public recreation and conservation purposes and that the best interests of the State of New Jersey will be served by leasing the herein below described land to Tenant for the purpose and subject to the conditions herein below provided; and

WHEREAS, Landlord, subject to the terms set forth in the RFP, is willing to enter into this Lease under the provisions, covenants, terms, and conditions hereinafter described, which shall be consistent with the terms set forth in the (Winning Bidder’s) Bid Response Proposal submitted in response to the RFP (“Bid Proposal”), a copy of which Bid Proposal is attached hereto and made a part hereof as Exhibit B; and

NOW THEREFORE, in consideration of the payment of rent to be made by Tenant as hereinafter provided and the mutual covenants hereinafter made, the parties hereto agree as follows:

THAT IN ACCORDANCE with the provisions of N.J.S.A. 13:1L-1 et seq., Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord for the term herein below provided:

ALL that certain land consisting of approximately 41 acres designated as Block 447, Lot 7 on the Tax Map of the Township of Jefferson, County of Morris, State of New Jersey (the “Leased Premises”), together with all improvements and structures thereon, more particularly described on the Lease Map attached to and made a part of this Agreement as Exhibit C: Leased Premises (2 pages).

Landlord and Tenant hereby mutually covenant and agree as follows:

1. TERM

A. The Term of this Lease Agreement shall begin on the Effective Date of this Lease which, for the purpose hereof shall be the date on which the Landlord signs the lease, as indicated by the date on the first page of the lease, at which time this Lease Agreement shall take full force and effect and shall continue for a period of ten (10) years (the “Initial Term”) from that date until the expiration of the Lease Agreement (“Expiration Date”), unless the Lease Agreement shall end sooner pursuant to any of the terms, covenants, or conditions, herein provided or pursuant to law. The Department may terminate this Lease Agreement in accordance with the termination provisions as contained herein, in the RFP, or in accordance with applicable law. In the event of such termination, after expiration of the notice period, Tenant shall not be permitted to enter the Leased Premises without accompaniment of a representative of the Landlord.

B. Provided that no event of default has occurred and is continuing, Tenant may request that the term of this Lease Agreement be renewed for an additional ten (10) year period (the “Renewal Term”) by giving Department written notice of Tenant’s request to renew no less than one hundred and eighty (180) days prior to the expiration of the Initial Term of this Lease Agreement. Landlord reserves the right to disapprove renewal of this Lease Agreement if Landlord determines that Tenant has not satisfactorily complied with the terms, covenants, or conditions herein provided or pursuant to law or that continuation of this Lease Agreement is not consistent with reasonably anticipated plans for development or use of the Leased Premises by Landlord. In the event that Tenant’s request for renewal is not approved by Landlord on or before sixty (60) days prior to the scheduled expiration date of this Lease Agreement, said request shall be deemed to have been denied, and this Lease Agreement shall expire as herein provided. The Initial Term and the Renewal Term are hereinafter collectively referred to as the “Term.” This Lease Agreement shall not be renewed upon the expiration of the Renewal Term. Tenant shall not continue occupation of the Leased Premises beyond the expiration of the Renewal Term except upon execution of a new Lease Agreement or as provided for in Paragraph 33 hereof.

2. RENTAL PAYMENTS

A. Tenant shall pay to Department annual payment (“Rent”) in the amount of _____ Dollars (\$_____) (“Base Payment”) plus an additional payment of fifteen (15) percent of gross revenue in excess of \$_____ (“Variable Payment”). The base payment is payable on the Effective Date of this Lease Agreement, and on the anniversary of the Effective Date for the remainder of the Term. The Variable payment for the First Term Year shall be due March 31 of the Second Term Year and on March 31 of every year for the prior Term Year thereafter for the remainder of the Term.

i. Beginning on the fifth anniversary of the Effective Date, the Base Payment shall increase by three (3) percent every year.

B. For purposes of calculating the annual Variable Payment, gross revenue shall be defined to include all gross charges for all services to customers or patrons performed by the Operator or any other person, firm, or corporation in, upon, or through any part of Regional Highlands Center at Mount Paul, including all revenues and sales related to the operation of Regional Highlands Center at Mount Paul, and shall include sales and charges for cash and credit, regardless of whether or not the same is collected or uncollected, less all proper credits for returned merchandise, merchandise exchanges and merchandise cancellations, allowances, or discounts, as well as any sales taxes collected by the Operator and remitted to taxing authorities.

C. All Rent Payments shall be paid by check made payable to "Treasurer-State of New Jersey" and sent to:

Kittatinny Valley State Park
PO Box 621
Andover, NJ 07821-0621

D. Any Rent payment not made on or before the date provided in Subparagraph 2A hereof shall be considered past due. All past due amounts shall be assessed a monthly penalty of one and one-half percent (1 1/2%) of the total amount due calculated on the tenth (10th) day of each month.

E. In the event any check for payment is returned to Department, all future compensations shall be made by Certified or Cashier Checks only.

3. RECORDS, MEETINGS, AND AUDIT

A. Tenant shall maintain complete and adequate financial records that will allow Tenant to prepare financial statements in accordance with generally accepted accounting principles. Tenant shall retain such records for at least six (6) years from the expiration or termination of this Lease Agreement. Such records shall be made available for audit during normal business hours by an authorized representative of Department to determine the adequacy of Tenant's financial management systems and internal control systems established to meet the terms and conditions of this Lease Agreement and that the financial statements are fairly presented in accordance with generally accepted accounting principles. The results of any audit by the Department shall be final and binding on the Tenant, including but not limited to the Department's determinations with respect to revenue reporting and payment by the Tenant.

B. Tenant shall prepare and compile, or oversee the preparation and compilation of, and submit to the Department a quarterly financial report itemizing actual revenues and expenses against projected revenues and expenses.

C. Tenant shall, or on or before February 28 of each year, conduct and provide Department with a complete audit of its gross revenue for the prior calendar year ending December 31 prepared by a Certified Public Accountant licensed to practice accounting in the State of New Jersey ("Audit"). In the alternative, Tenant may provide a special report as prescribed in Statement on Auditing Standards No. 62 prepared by a Certified Public Accountant licensed to practice accounting in New Jersey to fulfill this requirement ("Special Report").

D. Tenant, its contractors, and subcontractors, shall provide the Department, through an authorized representative, reasonable access to and the right to examine all records, books, papers, or documents reasonably related to Tenant's operation of any part of the Regional Highlands Center at Mount Paul and any project, services, and work being performed pursuant to any contract or subcontract. Proper facilities shall be furnished for access and inspection. The Department has the right to request, and the Tenant agrees to provide free of charge, all information and copies of all records.

E. The Tenant shall confer with the Department and attend meetings with Department officials and other persons as reasonably requested by the Department to discuss matters relating to the operation and management of the Regional Highlands Center at Mount Paul.

F. All data, technical information, materials gathered, originated, developed, prepared, used, or obtained in the performance of the Lease Agreement, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, records (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures, and documents, regardless of the state of completion, which are prepared for or are a result of the services required under the Lease Agreement, shall be and remain the property of the Department and shall be delivered to the Department upon thirty (30) days' notice by the Department.

G. All financial, statistical, personnel, and/or technical data supplied by the Department to the Tenant are confidential. The Tenant is required to use reasonable care to protect the confidentiality of such data. The use, sale, or offering of this data in any form by the Tenant, or any individual or entity in the Tenant's charge or employ, will be considered a violation of the Lease Agreement and may result in termination, as well as the Tenant's suspension and debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

4. ADDITIONAL RENT

If Tenant fails to comply with any agreement in this Lease, Landlord may do so on behalf of Tenant. Landlord may charge the cost to comply to Tenant as “Additional Rent”. This includes reasonable attorney’s fees incurred by Landlord as a result of Tenant’s violation of any provision contained in this Lease. The Additional Rent shall be due and payable as Rent within thirty (30) days after Tenant’s receipt of Landlord’s written notice of the amount of Additional Rent. Nonpayment of Additional Rent gives Landlord the same rights against Tenant as if Tenant failed to pay the Rent.

5. CONDITION OF PREMISES

The Premises are leased to and accepted by Tenant in their present condition and without representation or warranty of any kind by either Landlord or Manager including, without limitation, any representations or warranty of fitness for a particular purpose. Tenant has made a physical inspection of the Premises and has found the same satisfactory for all purposes of this Lease except for those pre-existing conditions listed in Exhibit D. All pre-existing conditions, including deteriorated conditions of structures, buildings, improvements and fixtures are described in Exhibit D.

6. PURPOSE

A. The purpose of this Lease Agreement is to establish a revenue generating operation on the premises that will enhance the properties conservation and recreational characteristics. Tenant’s possession and use of the Premises shall be limited to the following uses **(the following list encompasses all possible uses but will be tailored based on the successful bidder’s proposal)**:

- i. Environmental Education.
- ii. Outdoor Education & Leadership training.
- iii. Natural Resource and Ecological Study.
- iv. Eco-tourism activities.
- v. Environmental Research.
- vi. Residential, limited to one manager or staff person employed by Tenant for the operation of the Leased Premises.
- vii. Study of Natural Resources Conservation & Land Stewardship practices.

Tenant shall not use the Premises for any purpose or in any manner other than as expressly provided in this Lease. No use or manner of use shall be implied from the purposes expressed herein. Tenant shall not conduct or allow any use of the Premises which would in any way: (a) make void or voidable any insurance then in effect, (b) involve or cause any hazardous or dangerous work conditions, emergency conditions, or other operations detrimentally affecting the health, safety or welfare of persons on site or the public, or the condition of the Premises or neighboring properties, or (c) violate any federal, State or local law, ordinance or rule.

B. Private recreational hunting shall not be permitted on the Premises.

C. Tenant may obtain and use depredation permits from the New Jersey Department of Environmental Protection, Division of Fish and Wildlife, as well as federal permits for depredation of geese on the lake.

7. POSSESSION AND USE

Landlord shall give possession of the Leased Premises to Tenant for the Term. Tenant shall take possession of the Leased Premises and use the Leased Premises only for the purposes stated in Paragraph 6 herein. The residence on the Leased Premises shall be occupied solely by a manager or staff person employed by Tenant for the operation of the Leased Premises as an equine facility. The spouse, children and other dependents of the manager or staff person occupying the residence may live in the residence. Other members of the manager or staff person’s family may live in the Leased Premises upon receipt of Landlord's express written

approval. Tenant, nor anybody occupying the residence, shall not use the residence for any business, professional, unlawful or hazardous purpose. Tenant may not collect rent from any person or persons residing in the residence on the Leased Premises.

8. CONDITION OF LEASED PREMISES

The Leased Premises are leased to and accepted by Tenant in their present condition. Tenant has made a physical inspection of the Leased Premises and accepts them in their current condition, and shall, at Tenant's sole cost and expense, provide all such labor, materials, supplies and equipment sufficient to use, occupy and maintain the Leased Premises as herein provided.

9. STRUCTURES

The following structures exist on the Premises and may be used by Tenant pursuant to Paragraph 6 herein:

- a. Manager's residence
- b. Main dorm building, which contains 35 sleeping rooms of various configurations, a series of small meeting rooms, 2 large meeting spaces: a former chapel & the lake view meeting room, shared restrooms & shower facilities on each floor, commercial kitchen & dining room, indoor gym/basketball court, various storage closets on the lower level, tool/dye shop, a laundry room, and a boiler room.
- c. Shed/barn, which has a bay for one vehicle and serves as a workshop
- d. Cement storage tower- empty
- e. Abandoned pump/well house
- f. Wooden dock with diving board and finger pier
- g. 3 small wooden, storage sheds by the lake
- h. High hazard dam (rebuilt in 1997).

10. MANAGEMENT PLAN

The Management Plan submitted by Tenant as part of its bid proposal, incorporated herein as Exhibit E, shall be implemented during the first term of this Agreement. Tenant shall provide a new Management Plan every five years, which shall be due on the anniversary of the effective date of this lease agreement.

11. CONSERVATION PRACTICES

A. Tenant shall improve, maintain and operate the Premises: (i) utilizing best management practices designed to prevent or reduce the overall impact to the natural environment. Specifically, the Tenant shall make a good faith effort to avoid the following: sediment accumulation in the lake, the need for pesticides and/or other pollutants to control pests which can transfer from the land to surface or ground water sources, as well as further stress on the aquifer and the water resources of the area. It is understood that the Tenant will generally use the Premise in a manner that leaves a minimal environmental impact on the land, water resources & surrounding natural system.

B. Tenant shall improve, maintain and operate the Premises in an efficient and careful manner to conserve the Premises. Tenant shall promote biodiversity and prevent the loss of habitat and fragmentation of existing habitat which is the greatest risk to the state's populations of fish and wildlife.

C. The Tenant shall make every effort to apply Green Design to any and all improvement to the Premises in accordance with the United States Green Building Council's Leadership in Energy and Environmental Design (LEED®). This is currently the nation's recognized standard for green building.

D. Tenant shall ensure that they highlight and promote the location of the Premises in the New Jersey Highlands region. The New Jersey Highlands is a 1,250-square-mile area in the northwest part of the state noted for its scenic hills, forests and lakes. The region is a vital

source of drinking water for over 5 million people and it has the greatest diversity of natural resources in the State. Land use in the Highlands is critical since more than 70 percent of its lands are environmentally sensitive and it harbors 23 of the state's threatened or endangered species. As of August 2004 the State enacted the Highlands Water Protection and Planning Act to protect this remarkable area and its natural resources.

E. Tenant shall maintain the basic natural conditions of the Premises that existed on the Effective Date of this Lease. Tenant shall not undertake any of the following changes to the Premises without first obtaining the express written approval of Landlord:

- i. clearing land of trees and/or vegetation, and
- ii. excavation or grading of soils, except for routine maintenance of hedgerows and vegetation.
- iii. controlled or prescribed burning of forest or vegetation.

12. TENANT'S WATER RIGHTS

A. Landlord and Manager assume no responsibility to Tenant for any water shortage from the source or sources of water under Landlord's water rights, or from any source whatsoever; nor does Landlord or Manager warrant the quality or quantity of water obtained from any source or sources.

B. Tenant shall pay all acquisition, operation and maintenance, repair, diversion and dispersion costs and any charges and/or water assessments connected with the use of water on the Premises for any purpose of Tenant. Environmentally responsible and conservation minded approaches to water use and water allocation shall be incorporated into Tenant's management practices.

13. IMPROVEMENTS

A. Tenant shall not enter into any contract for or commence any replacement, restoration, preservation, renovation, or improvement project including, but not limited to, the construction or restoration of any building (permanent or non-permanent), structure or utility, or any change in the natural condition of the Leased Premises (collectively "Improvements") without first submitting to Landlord, and obtaining Landlord's written approval of, an Improvement Plan for the proposed Improvement. The Improvement Plan shall include, but not be limited to: (a) a description (including plans and specifications when deemed appropriate by Landlord) of each Improvement; (b) schedule for initiation and completion of each project; and (c) a statement whether each project will be performed by Tenant or a contractor. Landlord's approval of the Improvement Plan shall be based upon Landlord's determination that: (a) the Plan implements Tenant's obligations under this Lease; and (b) the proposed Improvement is consistent with the purposes of this Lease.

B. Approval by Landlord of the plans and reports submitted by Tenant in accordance with this Lease shall not in any way relieve Tenant of responsibility for the technical accuracy thereof. Tenant shall, at Tenant's sole cost and expense, correct or revise any errors omissions or other deficiencies in the plans and Improvements.

C. Tenant shall obtain and maintain all licenses, permits and approvals required by the appropriate federal, State and local authorities for the Improvement. Tenant shall provide Landlord with satisfactory written evidence that all such licenses, permits and approvals have been obtained prior to commencement of the Improvement. Tenant shall assure that all work is done in compliance with the State Uniform Construction Code and all requisite licenses, permits, and other requirements of federal, State and local authorities having jurisdiction.

D. Prior to the commencement of any Improvement, Tenant shall, at the request of Landlord, deliver to Landlord certificates of insurance showing that Tenant's contractors and subcontractors have obtained insurance coverage during the period of construction providing such coverage and amounts as may reasonably be required by Landlord.

E. All Improvements made without Landlord's written consent for which Tenant cannot document to the satisfaction of Landlord that the Improvement was completed in compliance with the requirements of all federal, State and local authorities having jurisdiction shall be removed by Tenant on Landlord's written demand. Tenant shall, at Tenant's sole cost and expense, repair any damage to the Premises or any other State property caused by Tenant's construction and removal of any unauthorized or unacceptable Improvement.

14. TITLE TO IMPROVEMENTS AND ACCEPTANCE

A. All Improvements of the Premises by Tenant shall, upon completion in accordance with the approved Improvement Plan therefore and the requirements of federal, State and local authorities having jurisdiction thereof and upon acceptance by Landlord, become the property of Landlord as part of the Premises without compensation therefore to Tenant.

B. Upon the completion of any Improvement, Tenant shall, as a condition precedent to acceptance thereof by Landlord deliver to Landlord: (a) copies of such permanent certificates of occupancy as shall be necessary for the use and occupancy of such Improvement; (b) copies of the final and complete waiver by Tenant's general contractor and its subcontractors of their rights to file or assert a mechanic's lien against the Improvement or any part of the Premises; and (c) one complete set of reproducible "as-built" drawings of the Improvement.

C. Landlord shall accept an Improvement if Landlord determines that it has been completed in accordance with the Improvement Plan approved by Landlord under Paragraph 13 hereof and in compliance with the requirements of all federal, State and local authorities having jurisdiction.

15. MAINTENANCE, REPAIRS AND UTILITIES

A. Tenant shall keep and maintain the Premises and the improvements, equipment and fixtures comprising part of the Premises in a neat, clean, safe and sanitary condition. Tenant shall not allow any trash, debris, refuse or any other waste material to accumulate on the Premises. Tenant shall promptly remove from the Premises all trash, debris, refuse or any other waste. Tenant shall participate in and comply with any recycling program in effect in the municipality in which the Premises are located. Tenant shall install a bear-proof dumpster(s) and recycling containers to safely store trash and recyclables generated through his operations. All trash and recyclable materials shall be properly disposed of by a licensed trash hauler.

B. Tenant shall keep and maintain the Premises and all improvements in good repair and condition. Tenant shall at all times keep and maintain the Premises and all designated improvements, utility systems, structural components, equipment and fixtures comprising part of the Premises in such condition as to minimize the effects of deterioration from age, use and damage. Tenant shall ensure that the grassy section of the dam is mowed throughout the year and that burrowing animals are not able to challenge the integrity of the dam. Additionally, tenant will ensure that the spillway remains clear so that the dam can to provide its required water control functions. Tenant shall deliver up peaceable possession of the Premises to Landlord upon the expiration or any termination of the Lease in as good repair and condition as they were delivered at the commencement of this Lease, ordinary, wear, loss by fire or unavoidable destruction excepted. Landlord shall not be required to maintain or repair the Premises or maintain, repair or replace structures, structural components, utility systems, equipment or fixtures comprising part of the Premises.

C. Tenant shall be responsible for the payment of all utility services including, but not limited to, heating, electricity, propane, telephone, wireless internet, and the pumping of the septic as needed. Landlord is not liable for any inconvenience, harm or damage caused by any stoppage or reduction of services not the result of Landlord's act, omission or neglect. Such stoppage or reduction shall not justify or excuse Tenant from paying rent to Landlord.

D. If Tenant, after receipt of a written notice from Landlord describing Tenant's failure to comply with Tenant's obligations under this paragraph, fails to commence and substantially correct the conditions described in said notice within the period prescribed therein, Landlord may terminate this Lease or, in its sole discretion, enter upon the Premises and perform such work as

Landlord determines is necessary to correct said condition. The written notice from Landlord, the time period for cure, and any termination for failure to cure shall be in accord with the provisions of paragraph 22 hereof.

16. COMPLIANCE WITH LAWS

A. Tenant shall, at Tenant's sole cost and expense, comply in the operation of the Premises and the conduct of any activity thereon with all duly promulgated and applicable federal, State and local laws, ordinances, rules and orders affecting Tenant's operations and activities on the Premises.

B. If Tenant is issued a summons or any notice of violation of any duly promulgated and applicable federal, State or local law, ordinance, rule or order (including any license, permit, certification, or approval) affecting the Premises or Tenant's operations and activities thereon, Tenant shall immediately forward a copy of the notice or summons to Landlord. Tenant shall have such period of time to correct said violation as is prescribed in the summons or notice. If such violation is not cured within the prescribed period or any extension thereof by the issuing agency, it shall be deemed a material breach of this Lease. Tenant shall indemnify Landlord against all liability, claims, loss or payment of any kind arising from Tenant's failure or omission to comply with any license, permit, certification, authorization, approval or any duly promulgated and applicable federal, State or local law, ordinance, rule or order.

17. SECURITY

Other than the areas in which the Landlord requires that public access be permitted, which are not included as part of the Leased Premises, the Tenant shall, at Tenant's sole cost and expense, be responsible for security of the Premises. Landlord shall not be responsible to Tenant, its agents, employees, contractors or invitees for personal injury, death and/or loss, damage or destruction of equipment, supplies, materials or personal property placed or stored on the Premises.

18. TAXES AND ASSESSMENTS

Tenant shall promptly pay when due any and all taxes and assessments together with interest and penalties thereon, which are levied upon or assessed with respect to the Premises or the leasehold estate hereby created. Tenant shall furnish to Landlord within thirty (30) days after written demand therefore proof of the payment of any such tax or assessment. Tenant's obligation under this paragraph shall not include payment of "in-lieu" taxes, if any, which are the obligation of Landlord.

19. DEVELOPMENT OF STATE PROPERTY - NO INTERFERENCE WITH STATE PARK - HISTORIC ARTIFACTS

A. This Lease shall not be construed as effecting, limiting or restricting Landlord's right to develop and use State owned land adjacent to and adjoining the Premises for public recreation and conservation purposes.

B. If Landlord determines that the Premises are needed by the State, the Landlord may terminate this Lease by 180 days written notice served upon Tenant by certified mail, return receipt requested. In the event of such termination, Manager and/or Landlord shall not be liable to Tenant or any person claiming by or through Tenant for any losses, damages, costs or expenses or other claims occasioned by such termination.

C. Tenant shall conduct all operations and activities on the Premises so as not to interfere with, impair, or prevent the development, maintenance and operation of the State Park and the safe use and enjoyment of the remainder of the State Park by the public.

D. If any historic artifacts or items appearing to be of a historical nature are uncovered or discovered during the course of Tenant's activities on the Premises, Tenant shall immediately notify the Superintendent of the State Park or the State Park Police Officer on duty. Such historic articles are to be left in place until inspection appropriate State Park Service personnel who will ascertain their historic significance and issue instructions regarding handling and removal. Such items are the property of the State of New Jersey and shall be surrendered to State Park Service representatives.

20. ACCESS TO LEASED PREMISES

During the Term of this Lease Agreement, as the owner of the Leased Premises, Landlord retains the right to enter the Leased Premises for any reason or no reason at all by providing the Tenant with 24-hours advanced notice of their intent to be onsite.

21. SIGNS

Tenant shall not post or permit or otherwise allow others to post any temporary or permanent signs or advertisements of any description on any of the buildings or structures, on or about the Premises unless said signs or advertisements are first approved by Landlord in writing. Approved "Private Property" or similar signs may be posted on the Premises wherever Tenant reasonably deems appropriate.

22. DAMAGE TO PROPERTY

A. In the event of any damage to or destruction of the Premises, any Improvements thereon, or any other State property caused in whole or in part by Tenant, its contractors, agents, servants, employees or invitees (hereinafter collectively referred to as "Damage"), Tenant shall, at Tenant's sole cost and expense, promptly repair such Damage, unless Landlord determines that it is consistent with Tenant's responsibilities under this Lease and that such Damage should not be repaired. If Landlord determines that such Damage should not be repaired, Tenant shall be responsible to Landlord for the diminution in value of the Premises. In the event that Tenant, after receipt of a written notice from Landlord describing Tenant's failure to comply with Tenant's obligations under this paragraph, fails to commence and substantially correct the conditions described in said notice, Landlord may terminate this Lease or, in its sole discretion, enter upon the Premises and perform such work as Landlord determines is necessary to correct said conditions. Tenant shall, after written demand therefore by Landlord, reimburse Landlord for all costs incurred by Landlord in performance of such work. Landlord shall not be liable to Tenant or any person claiming by or through Tenant for any loss occasioned by the damage or destruction of the Premises and/or any Improvements thereon. This Lease shall not be construed to require or obligate Landlord to cause any Damage to the Premises to be repaired for the benefit of Tenant.

B. All repairs by Tenant of Damage to the Premises and/or any other State property comprising part of the State Park shall be completed in accordance with plans and specifications submitted to and approved by Landlord. The parties shall comply with all the requirements and procedures set forth in Paragraph 13 hereof to the same extent as though the repair is an Improvement.

23. INDEMNIFICATION

A. Tenant shall, for itself, its successors, and assigns, assume all risks and liabilities arising out of Tenant's use, operation, maintenance, and improvement of the Leased Premises. Tenant covenants to defend, protect, indemnify, and save harmless Landlord and hereby releases Landlord and each of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of every nature arising from or claimed to arise, in whole or in part, in any manner out of, be occasioned by, or result from:

- (i) Any injury to, or the death of, any person in or on, or any damage to property which occurs in, on or about the Leased Premises, any Improvements thereon or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Leased Premises, Improvements, or any part thereof, and construction or repair of any Improvements on the Leased Premises;
- (ii) Violation of any agreement or condition of this Lease Agreement by Tenant, its agents, employees, contractors, express or implied invitees, or anyone claiming by or through Tenant;
- (iii) Violation by Tenant of any contracts, agreements, or restrictions of record

concerning the Leased Premises;

- (iv) Failure or omission to comply with any insurance policy required under this Lease Agreement or any Federal, State, or local law, ordinance, rule, or order affecting the Leased Premises or Tenant's use thereof; and
- (v) Any act, error, or omission by Tenant, its agents, employees, contractors, express or implied invitees, or anyone claiming by or through Tenant in the performance of this Lease Agreement.

B. Tenant agrees that any contract with its contractors and consultants shall require such contractors and consultants to defend, indemnify, protect, and save harmless Landlord and release Tenant and Landlord and their officials and employees from and against any suits, claims, demands, or damages of whatever kind or nature arising out of or claimed to arise out of in whole or in part any negligent act, error, or omission of the contractor, consultant, or their agents, subcontractors, servants, and employees in the performance of any work or professional services on or for the benefit of the Leased Premises.

C. Landlord and Tenant shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the other, along with full and complete particulars of the claim. If the suit is brought against Landlord, Tenant, or any of its agents, servants, or employees, it shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other process received by or then in their possession or the possession of its representatives.

D. It is expressly agreed and understood that any approval by Landlord of the work performed or reports, plans, and specifications provided by Tenant shall not operate to limit the obligations of Tenant assumed pursuant to this Lease Agreement.

E. Tenant's liability pursuant to this paragraph shall continue after the termination or expiration of this Lease Agreement with regard to causes of action arising or claimed to arise prior to the termination or expiration hereof and/or obligations of Tenant under this Lease Agreement which survive such termination or expiration.

F. This indemnification is not limited by, but is in addition to, the insurance obligations contained in this Lease Agreement.

G. The provisions of this indemnification clause shall in no way limit the obligations assumed by Tenant under this Lease Agreement, nor shall they be construed to relieve Tenant from any liability or to preclude Landlord from taking any other actions available to it under any provisions of this Lease Agreement or at law or in equity.

H. All claims asserted against the Department by the Tenant shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. Nothing in the Lease Agreement shall be construed as a waiver by the Landlord of any warranty, expressed or implied, or any remedy at law or in equity.

I. It is expressly agreed and understood: (i) that any approval by Landlord of the work performed and/or reports, plans and specifications provided by Tenant shall not operate to limit the obligations of Tenant assumed pursuant to this Lease; (ii) Tenant's liability under this paragraph shall continue after the termination or expiration of this Lease; (iii) this indemnification obligation is not limited by but is in addition to the insurance obligations contained in this Lease; and (iv) the provisions of this indemnification clause shall in no way limit the obligations assumed by Tenant under this Lease, nor shall they be construed to relieve Tenant from any liability or to preclude Landlord from taking any other actions available to it under any provisions of this Lease or at law.

24. INSURANCE

A. Tenant shall, at Tenant's sole cost and expense, obtain and maintain at all times during the term of this Lease Agreement, insurance for any damages imposed by law and assumed under this Lease Agreement of the types and in the amounts hereinafter provided:

- (i) Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of Five Million (\$5,000,000.00) Dollars per occurrence as a combined single limit for bodily injury and property damage liability;
- (ii) Property insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, water, wind, storm, loss, theft, and damage on any structures on the Leased Premises and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents owned by Tenant and located in or on the Leased Premises. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, and contents. The value of said structures, fixtures, equipment, and contents shall be determined by Tenant using whatever procedures Tenant considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against Department in connection with any loss or damage covered by the policy;
- (iii) Worker's Compensation applicable to the laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Hundred Thousand (\$100,000.00) Dollars per occurrence for bodily injury liability and One Hundred Thousand (\$100,000.00) Dollars occupational disease per employee with an aggregate limit of Five Hundred Thousand (\$500,000.00) Dollars occupational disease; and
- (iv) Such other insurance and in such amounts as may from time to time be reasonably required by Department.

B. Tenant shall require any person providing any service and/or conducting any activity on the Leased Premises, as part of Tenant's operation thereof, to secure and maintain in force at all times during the provision of any service and/or conduct of any activity thereon, as part of Tenant's operation of the Premises, insurance coverage of the types and in at least the minimum amounts required under subparagraph A of this paragraph.

C. All policies of insurance shall provide that the proceeds thereof shall be payable to Department and Tenant as their respective interests may appear. All insurance coverage required to be maintained by Tenant in accordance with this Lease Agreement shall be issued by an insurance company authorized and approved to conduct business in the State of New Jersey and shall name the State of New Jersey, Department of Environmental Protection as an additional insured.

D. When Tenant returns this Lease Agreement, signed by Tenant, to Department for signature, Tenant shall provide Department with a certificate of insurance evidencing that Tenant has obtained all insurance coverage in accordance with this Lease Agreement. A copy of the certificate of insurance shall be attached to this Lease Agreement as Exhibit F. Failure to provide a certificate of insurance at the time of Tenant's execution of this Lease Agreement shall render this Lease Agreement null and void. The certificate of insurance shall provide for thirty (30) days notice, in writing, to Department prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Lease Agreement. Tenant also shall provide Department with valid certificates of renewal of the insurance upon the expiration of the policies so that Department is continuously in possession of current documentation that Tenant has obtained and is maintaining in full force and effect all insurance required under this Lease Agreement. Tenant also shall, upon request, provide Department with copies of each policy required under this Lease Agreement certified by the agency or underwriter to be true copies of the policies provided by Tenant. The Tenant shall not allow any contractor or subcontractor to engage in any activity on the Premises without first submitting to Department a current certificate of insurance showing that the contractor or subcontractor has obtained insurance coverage in accordance with the requirements of this Lease Agreement. Tenant shall deliver the certificates to Department's address as provided in Paragraph 24 of this Lease Agreement.

E. Tenant expressly understands and agrees that any insurance protection required by this

Lease Agreement shall in no way limit Tenant's indemnification obligations assumed in this Lease Agreement and shall not be construed to relieve Tenant from liability in excess of such coverage, nor shall it preclude Department from taking such other actions as are available to it under any provision of this Lease Agreement and as otherwise provided for at law or in equity.

F. The limits of insurance policies described in this Paragraph shall be reviewed by Department and Tenant every two (2) years. Tenant shall increase the limits of said policies to meet changed circumstances including, but not limited to, changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

25. REPORT OF INJURY

Any injury which shall occur to Tenant, its servants, agents, or invitees express or implied requiring medical intervention of which Tenant shall be notified shall be reported to Manager and Landlord immediately and in writing within twenty-four (24) hours of the incident.

26. ASSIGNMENT OR SUBLEASE

Tenant shall not sublease the whole or any part of the Premises, assign or transfer this Lease or Tenant's responsibilities under this Lease or the operations authorized hereunder Premises without first obtaining Landlord's express written approval thereof and upon such terms and conditions required by Landlord. Tenant shall notify any prospective assignee, sublessee, or other third party that any assignment, sublease or contract is void and of no effect unless same is first approved by Landlord. Such assignment, subletting or contracting shall be in writing and Tenant shall furnish Landlord with a copy of same and an agreement in writing wherein the assignee, subtenant or contractor assumes and agrees to be jointly and severally, directly and primarily liable with Tenant to keep, observe and perform all of the covenants, conditions and obligations to be kept, performed and observed under this Lease on the part of Tenant. Any assignment, sublease or contract for services made without first obtaining Landlord's express written approval thereof shall be null and void and shall, in the discretion of Landlord, constitute grounds for termination of this Lease.

27. SUSPENSION OF OPERATIONS

Tenant shall, at the direction of Landlord, immediately suspend, delay or interrupt all or any part of its use and occupancy of the Premises as Landlord determines to be appropriate to protect property and public health, safety, and welfare. The primary reasons for issuance of such and order will be the occurrence of hazardous work conditions, emergency conditions, failure by Tenant to adhere to this Lease or any other reason where the continuation of operations may detrimentally affect the health, safety, and welfare of persons on site, the public, or may detrimentally affect the Premises or neighboring properties. Tenant hereby waives any claim for damages or compensation as a result of Landlord's actions under this paragraph and Lease.

28. TERMINATION AND EXPIRATION

A. Tenant shall comply with the terms and conditions of this Lease. Failure to comply and/or the existence of any condition which Landlord determines to be in violation of the terms and conditions hereof shall be considered to be a material breach in which event Landlord may, in addition to any other right or remedy provided for by law or in equity, terminate this Lease as follows:

- (i) In the event of Tenant's failure to (a) obtain and maintain all the insurance coverage required to be obtained and maintained under this Lease or to provide Landlord with certificates of insurance documenting that Tenant has obtained and is maintaining such insurance coverage; (b) to provide Landlord with current certificates of insurance showing that its contractors or subcontractors have obtained and are maintaining insurance coverage in accordance with the requirements of this Lease; (c) pay when due any Rent, Additional Rent, or other sums required to be paid by Tenant hereunder; or (d) correct any violation described in a notice or summons issued to Tenant under Paragraph 15 of this Lease, and a continuation of such failure under (a), (b), (c) or (d) above for a period of ten (10) days after Tenant's receipt of written notice thereof from Landlord served by Certified Mail Return Receipt Requested, termination

shall, in the discretion of Landlord, be effective at the conclusion thereof; or

(ii) In the event of Tenant's failure to perform or comply with any of the other covenants, agreements, and conditions herein contained and a continuation of such failure for a period of thirty (30) days after Tenant's receipt of written notice thereof from Landlord served by Certified Mail Return Receipt Requested, termination shall, in the discretion of Landlord, be effective at the conclusion thereof.

B. Tenant shall have the right to terminate this Lease upon ninety (90) days written notice served upon Landlord by Certified Mail Return Receipt Requested. Said notice shall include a comprehensive explanation and justification of Tenant's reasons for not continuing operations under this Lease. Within forty-five (45) days after receipt of Tenant's notice, Landlord and Tenant shall determine whether the reasons for termination can be resolved to their mutual satisfaction. In the event that Tenant and Landlord determine that said reasons cannot be resolved, termination shall become effective ninety (90) days after Landlord's receipt of the notice.

C. Termination of this Lease by either party as herein provided shall not release or discharge any payment, obligation, or liability owed to the other party under the terms and conditions of this Lease as of the date of such termination.

D. Tenant shall deliver up peaceable possession and use of the Leased Premises to Landlord upon any termination or expiration of this Lease in at least as good condition as it was delivered at the commencement of this Lease.

29. BANKRUPTCY

If, during the Term of this Lease, Tenant shall make any assignment for the benefit of creditors, be decreed insolvent or bankrupt, admit in writing Tenant's inability to pay its debts, or if a receiver be appointed for Tenant, then Landlord may, at Landlord's option, terminate this Lease by serving a notice thereof upon the assignee, receiver, trustee or person in charge of Tenant's affairs. Such termination shall not release or discharge any payment of rent or liability then accrued and owing to Landlord.

In the event the Tenant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Tenant agrees to furnish written notification of the bankruptcy to Landlord with a copy to the Attorney General's Office. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and the name(s), addresses, and telephone numbers of the attorney or firm handling the bankruptcy. This obligation remains in effect until final payment is made under this Lease Agreement.

30. CREATION OF LIENS OR ENCUMBRANCES BY TENANT

A. Tenant shall have no power to do any act or make any contract which may create or be the foundation for any lien, mortgage, or other encumbrance upon any interest of Landlord in the Leased Premises or in the buildings or Improvements thereon; it being agreed that should Tenant cause any alterations, rebuilding, replacements, changes, additions, improvements, or repairs to be made to the Leased Premises or the buildings or Future Improvements thereon or labor performed or material furnished therein, thereon, or thereto, neither Landlord nor the Leased Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuilding, replacements, changes, additions, improvements, repairs, labor, and material, shall be made, furnished, and performed at Tenant's expense, and Tenant shall be solely and wholly responsible to the contractors, laborers, and material men furnishing and performing such labor and material.

B. If, because of any act or omission (or alleged act or omission) of Tenant, any mechanic's or other lien, charge, or order for the payment of money shall be filed against the Leased Premises, any buildings, or any Improvements thereon, or against Landlord (whether or not such lien, charge, or order

is valid or enforceable as such), Tenant shall, at its own cost and expense, cause the same to be cancelled and discharged of record or bonded within ten (10) days after notice to Tenant of the filing thereof.

C. Tenant shall, upon completion of any improvement(s), provide Landlord with a signed copy of any and all lien(s), which shall indicate that all contractors have been paid and all lien(s) have been discharged.

31. NO DISCRIMINATION - AMERICANS WITH DISABILITIES ACT

A. Tenant shall not discriminate against any person, employee, or applicant for employment because of age, national origin, race, creed, color, disability, sex, or sexual preference. This provision shall include, but not be limited to, the following: employment; upgrading; demotion; transfer; recruitment; recruitment advertising; rates of pay or other forms of compensation; layoff or termination; and selection for training, including apprenticeship.

B. Tenant shall not discriminate on the basis of age, national origin, residence, race, creed, color, disability, sex, or sexual preference in allowing the public access to and use of the Leased Premises.

C. Tenant shall make all facilities and programs accessible to the disabled in compliance with the Architectural Barriers Act of 1968, 42 U.S.C.A. 4151 et seq., Title VI Civil Rights Act, Section 504, Americans With Disabilities Act, 42 U.S.C.A. 12101 et seq., and the New Jersey Barrier Free Subcode, N.J.A.C. 5:23-7 et seq., all as are now in effect and subsequently amended.

32. SOLICITATION

Tenant warrants that no person has been employed directly or indirectly to solicit or secure this Lease Agreement in violation of the provisions of N.J.S.A. 52:34-19 and that the laws of the State of New Jersey relating to the procurement and performance of this Lease Agreement have not been violated by any conduct of Tenant, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State employee, officer, or official.

33. **HOLDOVER TENANCY**

If Landlord permits Tenant to remain in possession of the Premises after expiration of this Lease without executing a new lease, Tenant shall occupy the Premises subject to all the terms, covenants and conditions contained in this Lease unless modified by a subsequent lease amendment and/or extension. Such holding over by Tenant shall not constitute a renewal or extension of this Lease. Landlord may elect to treat Tenant as one who has not removed at the end of its term, and thereupon be entitled to all the remedies against Tenant provided by law.

34. NOTICES

A. All submissions, approvals and notices required under this Lease shall be forwarded by Certified Mail, Return Receipt Requested, and addressed as follows:

TO LANDLORD: State of New Jersey
Department of Environmental Protection
Office of Leases
501 East State Street
P. O. Box 404
Trenton, New Jersey 08625

Copy to: State of New Jersey
Department of Environmental Protection
Superintendent, Kittatiny State Park
P.O. Box 621
Andover, New Jersey 07821-0621

TO TENANT:

Either party may such address by mailing to the address above a notice of change at least ten (10) days prior to such change.

35. SUPERSEDES - ENTIRE AGREEMENT - AMENDMENTS

This Lease supersedes and cancels all previous leases covering the Premises and represents the entire agreement between the parties. All negotiations, oral agreements and understandings are merged herein. This Lease may be amended, supplemented, changed, modified or altered upon mutual agreement of the parties hereto in writing.

36. WAIVER - CUMULATIVE REMEDIES - GOVERNING LAW

A. Failure of either party to this Lease to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party, at any time, of any express or implied of breach of any provision of this Lease shall be deemed a waiver of breach of any other provision or consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, by reason of a breach by the other party shall be distinct, separate and cumulative and shall not be deemed inconsistent with any other right or remedy and any two or more or all of such rights and remedies may be exercised at the same time. Acceptance by either party or of any of the benefits of this Lease with knowledge of any breach thereof by the other party shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

B. This Lease shall be governed by and interpreted in accordance with the Laws of the State of New Jersey.

37. PEACEFUL ENJOYMENT

Landlord agrees that Tenant, on paying the Rent and performing the agreements contained herein, shall peaceably and quietly have, hold and enjoy the Premises for the above stated Term.

38. NO THIRD PARTY BENEFICIARIES

There shall be no third party beneficiaries of this Lease Agreement, and no person, firm, or entity not a party to this Lease Agreement shall be entitled to claim any right, benefit, or presumption from or estoppel by this Lease Agreement.

39. INDEPENDENT PRINCIPAL

Tenant shall, at all times, act as an independent principal and not as an agent or employee of Landlord. Tenant agrees not to enter into any agreement or commitment on Landlord's behalf.

40. SUCCESSION AND BINDING EFFECT

Except as otherwise set forth herein, all of the terms and provisions of this Lease shall be binding upon and shall benefit Landlord's successors and assigns and Tenant's heirs, executors, administrators, successors and assigns.

41. STATE HOUSE COMMISSION APPROVAL

This Lease shall not be effective unless Landlord obtains from the State House Commission

evidence that the State House Commission has approved the execution of this Lease for the purposes and subject to the terms and conditions herein provided.

42. CORPORATE STATUS AND RESOLUTION (IF APPLICABLE)

When Tenant returns this Lease, signed by Tenant, to Landlord for signature, Tenant shall provide Landlord with: (i) a copy of Tenant's current certificate of incorporation on file with the Secretary of State and a certificate of standing issued by the Secretary. Annually on the anniversary of the Effective Date, Tenant shall submit to Landlord a current certificate of standing issued by the Secretary; and (ii) a certified copy of the resolution adopted by the Board of Directors of Tenant authorizing the execution of this Lease by Tenant for the purposes and subject to the terms and conditions set forth herein which shall be attached to this Lease as Exhibit F.

43. EXEMPT ORGANIZATION (IF APPLICABLE)

A. Tenant shall, during the Term of this Lease, comply with the definition of an exempt organization as defined in Section 501(c)(3) of the Internal Revenue Code of 1954 as amended and comply with all provisions of said Code and regulations promulgated thereunder in order to maintain said exempt status. If annual revenue is \$25,000 or greater, Tenant shall, prior to the Effective Date and annually on the anniversary thereof, submit to Landlord determination letters from the Internal Revenue Service relating to Tenant's exempt status and compliance with pertinent statutes and regulations.

B. Prior to the Effective Date hereof, Tenant shall submit to Landlord a certified copy of Tenant's current Certificate of Incorporation as a non-profit corporation. Tenant shall not amend, modify or otherwise change the Certificate of Incorporation without first submitting the proposed amendment, modification or change to Landlord for comment. Landlord shall have a period of thirty (30) days to review any proposed amendment, modification or change before same can become effective.

44. NEGOTIATED DOCUMENT

Each and every provision of this Lease has been independently, separately, and freely negotiated by the parties as if this Lease Agreement were drafted by all parties hereto. The parties therefore waive any statutory or common law presumption which would serve to have this document construed in favor of or against any party as the drafter hereof.

45. PAY TO PLAY (IF APPLICABLE)

A. This Operating Agreement is subject to the provisions of P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13 et seq.), and compliance with said statute shall be a material term and condition of this Lease Agreement.

B. Tenant is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3) if Tenant received contracts in excess of Fifty Thousand (\$50,000.00) Dollars from a public entity in a calendar year. It is Tenant's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

46. PREVAILING WAGE ACT

Without limiting the scope of any other provision of this Lease Agreement, Tenant agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150. Tenant also agrees to comply with 42 USC, Section 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and Section 9604 (g)(1), the Tenant must comply with the Federal requirements.

The Tenant's signature on this Lease Agreement is a guarantee that neither Tenant nor any contractors Tenant employs to perform work required under this Lease Agreement has been suspended

or debarred by the Commissioner, Department of Labor for violation of the Prevailing Wage Act, P.L. 1963, Chapter 150.

47. ATTACHMENTS

The following are attached to and made a part of this Lease:

- Exhibit A – Request for Proposal
- Exhibit B – Winning Bidder’s Proposal
- Exhibit C - Lease Map
- Exhibit D - Pre-existing Conditions
- Exhibit E – Certificate of Insurance
- Exhibit F - Certified copy of Resolution

48. HEADINGS

The paragraph headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Lease.

IN WITNESS WHEREOF, the Landlord and the Tenant have duly executed this Lease on the date herein below set forth.

LANDLORD:
STATE OF NEW JERSEY
Department of Environmental Protection

By: _____
Amy Cradic, Assistant Commissioner
Natural and Historic Resources

Date: _____

ATTEST:

By: _____

Date: _____

TENANT

By: _____

Date: _____

ATTEST:

By: _____

Date: _____

This Lease has been reviewed and approved as to form by:

Attorney General
State of New Jersey

By:_____

Deputy Attorney General

Date:_____

STATE HOUSE COMMISSION CERTIFICATION

I HEREBY CERTIFY that, on_____,this Lease between the Department of Environmental Protection, Division of Parks and Forestry as landlord and _____ as tenant was approved by the State House Commission.

Date:_____ By:_____ Secretary